

EXHIBIT A

EXHIBIT C – DISPUTE RESOLUTION/ARBITRATION AGREEMENT

附件 C – 争议解决/仲裁 协议

As a condition of and in consideration for my employment with _____ (the “Company”), as set forth in more detail below, I waive my right to a court and/or jury trial and agree that disputes relating to my employment, or the termination of such employment, shall be decided by a mutually agreed-upon Arbitrator in final and binding arbitration.

有鉴于且考虑到我受雇于 _____ (简称“公司”)，现特按下述详细规定，自愿放弃法庭诉审权及/或陪审团陪审权，且同意将所有与公司的劳动争议，以及与终止雇佣关系有关的争议，交由双方同意并指定的仲裁员进行最终且具约束力的裁定。

After conferring with and attempting to resolve any issue with the manager of the Company, I agree to bring any and all claims I may wish to assert against the Company, other than those claims specifically excluded below, only through arbitration. Such claims, whether based upon statute, regulation, contract, tort, or other common law principles, include but are not limited to, any claim for breach of contract, unpaid wages, wrongful termination, violation of federal, state, or city laws forbidding discrimination, harassment, and retaliation on the basis of race, color, religion, gender, sexual orientation, age, national origin, disability, and any other protected status which may be brought under applicable federal, state, or local law, and disputes relating to the interpretation of this Agreement or the relationship of the parties. The following claims shall not be subject to arbitration: claims for Workers’ Compensation or Unemployment Compensation, claims under benefit plans which provide for special appeal processes, claims relating to business decisions unrelated to any alleged violation of my legal rights, claims against me by the Company for injunctive or equitable relief to protect its confidential, proprietary, or trade secret information, or any claim that is non-arbitrable under applicable law.

我同意，在首先和公司经理协商并努力解决争议无效后，除非本协议特别排除，我将所有争议和对公司的法律主张只提交仲裁裁决。无论基于立法、法规、合同法、侵权法、或其它普通法法律原则，我应提交仲裁的法律主张包括但不限于合同违约，未付工资，非法解聘，违反联邦、州、市关于禁止根据人种、肤色、宗教、性别、性取向、年龄、祖籍国别、残障等因素进行歧视、骚扰、和报复的人权法律法规，以及涉及本协议的解读争议或签约各方的关系纠纷。但如下法律主张不应付诸仲裁：劳工伤残保险或失业保险救济，须要经过特殊上诉程序的福利项目，不涉及违反我的法律权利的商业决策，为保护公司保密信息、创制权益、商业秘密而由公司提出的禁止令或衡平救济请求，或法律禁止仲裁的其它任何权利主张。

I understand that to initiate arbitration under this Agreement, I or the Company must request arbitration of the other, in writing and in a timely manner, and understand that I may do so without first filing a claim with any federal, state, or local agency. I understand and agree that while this Agreement does not prevent me from filing a complaint with a federal, state, or local

governmental agency, any economic remedy shall be limited to that awarded through arbitration under this Agreement, to the extent permitted by law.

在依据本协议提出仲裁时，我明白我或公司必须首先以书面形式迅速向对方提出仲裁请求，我亦明白在提出仲裁请求之前我无须首先向联邦、州、或地方政府机构提告。我明白且同意，虽然本协议并不禁止我向联邦、州、或地方政府机构提告，我所获的法律救济和经济赔偿，只要法律允许，将仅限于依本协议进行仲裁后所获得的裁定。

Arbitration under this Agreement shall be before a single Arbitrator in the county in which the dispute arose and conducted in accordance with the Employment Arbitration Rules of the American Arbitration Association to the extent consistent with applicable law, including the Federal Arbitration Act, the Federal Rules of Civil Procedures (relating to filing deadlines, discovery responses, and dispositive motions), and the Federal Rules of Evidence (relating to the presentation of evidence). The Arbitrator shall be mutually chosen by the Company and me through the Employment Panel of the American Arbitration Association.

依本协议所进行的仲裁，只要不违反相关法律如联邦仲裁法、联邦民事诉讼规则（涉及时限、证据发掘和答辩、以及各类动议）、和联邦证据规则（涉及证据出示和提交），将只能在争议发生地由一个仲裁员依美国仲裁协会之劳动仲裁规则进行仲裁。该仲裁员应通过美国仲裁协会劳动仲裁庭由公司和我共同选定和任命。

In agreeing to waive my right to a court and/or jury trial, I understand that I am not giving up any substantive rights, and that this Agreement simply governs forum. The Arbitrator shall apply the substantive law that would have applied had the dispute been heard in court, including but not limited to applicable statutes of limitation, burdens of proof, and remedies. The Arbitrator's award shall be in writing, with reasons given and evidence cited for the award, and based solely on the law governing the claims and defenses pleaded. Each party agrees to abide by and perform any award rendered by the Arbitrator, and that any court of competent jurisdiction may enter judgment upon the award. The arbitration award is final and binding on the Company and me, and is not subject to judicial review.

在同意放弃我的法庭诉审权及/或陪审团陪审权时，我理解我并未放弃我的任何实体权利，本仲裁协议仅仅限制了裁判机构和地点。仲裁员所须适用的实体法律和相关有管辖权的法院将适用的法律相同，包括但不限于应适用的诉讼时效、举证责任分配、和救济补偿。仲裁员的裁决将由书面作出，将解释理由并列举证据，且完全依据适用于相关主张和抗辩理由的准据法。各方允诺遵守并执行仲裁员的裁决，且任何有管辖权的法院皆可依据仲裁裁决结果作出相同的判决。仲裁裁决属于终局裁定且对公司和我皆有法律约束力，各方不得提请法庭再作司法复议。

The Company and I shall equally pay (50% each) for the costs and fees of the Arbitrator and each shall pay their own administrative and/or filing fees. Further, each party shall pay their own costs, witness fees, and attorneys' fees in arbitration unless the Arbitrator rules otherwise.

公司和我各自平均负担（各 50%）仲裁员的仲裁费并各自支付自己的行政管理费及/和登记申请费。此外，除非仲裁员另有裁定，各方须自付自己的成本费用、证人费、和律师费。

I understand and agree that all proceedings and documents prepared in connection with any arbitration under this Agreement shall be confidential, and unless otherwise required by law, the subject matter of such proceedings and documents shall not be disclosed to any person or through an medium, other than to the parties, their legal counsel, witnesses and experts, the Arbitrator, and if involved, a court.

我理解并同意，凡依本协议进行仲裁所产生的听证内容和仲裁相关文件都属于保密内容。除非法律要求，听证和仲裁文件所涉内容都不得泄露给任何人、或通过任何媒体进行披露，但向仲裁参加方、他们的法律顾问、证人和专家证人、仲裁员、和所涉法院所作的披露除外。

I also agree to waive my right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective or multi-party action or proceeding based on such a claim in which the Company, and its heirs, executors, administrators, successors, assigns, shareholders, partners, members, directors, officers, employees, and agents are a party.

我还同意放弃参加和发起集体诉讼的权利和资格，包括不成为集体诉讼的代表人，不参加任何设定或法庭批准的诉讼群体，不参加由这些群体发起的、针对公司、其继承人、破产清理人、财产管理人、继任人、受让人、股东、合伙人、公司成员、董事、公司高级职员、雇员、和公司代表的任何多方诉讼和集体诉讼。

I understand that this Agreement does not in any way affect the at-will relationship between the Company and me, and that the employment relationship may be terminated at any time, for any or no reason, and without procedural requirement. I further understand that the Company may modify or terminate this Agreement with at least ten (10) days' notice with regard to any arbitration not then pending. The provisions of this Agreement are severable, and if any provision is determined to be unenforceable, then the remaining provisions shall remain in full effect. I understand that I have a right to consult with a person of my choosing, including an attorney, before signing this Agreement.

我理解本协议将不影响公司和我之间雇辞自由的劳动关系，即我和公司的雇佣关系可以在任何时候、依据任何原因或根本不需要任何原因、且无须任何程序要求就可以得以自由解除。我还理解，针对任何尚未开始的仲裁，公司可以在提供至少十（10）天的预先通知后变更或终止本协议。本协议各条款可以分割，若某一条款被认定无效不能执行，其它条款仍应继续有效。在签署本协议之前，我理解我有权向任何人就本协议内容进行咨询，包括律师。

BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT I KNOWINGLY, VOLUNTARILY, AND WITHOUT COERCION WAIVE THE RIGHT TO A COURT TRIAL FOR ANY DISPUTE SUBJECT TO THE TERMS OF THIS AGREEMENT.

经签署本协议，我承认，凡涉及和本协议条款有关的所有争议纠纷，我自愿地、清醒地、且在无人胁迫的情况下放弃了我的法庭诉审权。

AGREED TO AND ACCEPTED BY:

以下签约方已同意并接受：

EMPLOYEE 雇员

SOCIAL SECURITY # 社安号码:

Date 日期:

COMPANY 公司

By 由: _____
MANAGER 经理

Date 日期: